

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS, INC.,

Plaintiff,

v.

CITY TRANSFER, INC., a Washington
corporation,

Defendant.

No.

COMPLAINT TO COLLECT
TRUST FUNDS PURSUANT TO
AUDIT

I.

Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Washington Teamsters Welfare Trust Fund and the Retirees Welfare Trust Funds (hereinafter "Trusts").

II.

The Washington Teamsters Welfare Trust Fund and the Retirees Welfare Trust Fund are unincorporated associations operating as Trust Funds pursuant to Section 302 of the Labor Management Relations Act of 1947, as amended, to provide retirement benefits to eligible participants.

III.

This Court has jurisdiction over the subject matter of this action under Section 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act, 29 U.S.C. §185(a).

IV.

Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), because the plaintiff's trust funds are administered in this District.

V.

Defendant is a Washington corporation.

VI.

Defendant is bound to a collective bargaining agreement with Local 174 of the International Brotherhood of Teamsters (hereinafter "Local"), under which the Defendant is required to promptly and fully report for and pay monthly contributions to the Trusts at specific rates for each hour of compensation (including vacations, holidays, overtime and sick leave) the Defendant pays to its employees who are members of the bargaining unit represented by the Local. Such bargaining unit members are any of the Defendant's part-time or full-time employees who perform any work task covered by the Defendant's collective bargaining agreements with the Local, whether or not those employees ever actually join the Local.

VII.

Defendant accepted the Plaintiff's Trust Agreements and Declarations and agreed to pay liquidated damages equal to twenty percent (20%) of all delinquent

1 and delinquent paid contributions due to the Trust, together with interest accruing
2 upon such delinquent contributions at varying annual rates from the first day of
3 delinquency until fully paid, as well as attorney's fees and costs the Trusts incur in
4 connection with the Defendant's unpaid obligations.

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6 VIII.

7 Plaintiff conducted an audit of the Defendant's payroll records for the period
8 August 1, 2008 through September 30, 2014 regarding amounts owed to the Trusts.
9 Defendant failed to fully report all hours for which Defendant paid compensation to its
10 employees represented by the Local during said period and failed to make full
11 payment of Defendant's contributions due to the Trusts. Based upon Plaintiff's audit,
12 Defendant is currently obligated to the Trust for contributions in the amount of
13 \$8,922.64. Defendant is further obligated to the Trust for liquidated damages in the
14 amount of \$1,784.52 for the months of August 1, 2008 through September 30, 2014,
15 as well as interest accruing until paid in full, and all attorney's fees and costs incurred
16 by the Plaintiff in connection with all of Defendant's unpaid obligations.

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18 WHEREFORE, Plaintiff prays to the Court for judgment against the Defendant
19 as follows:

- 20 A. For contributions in the amount of \$8,922.64;
21 B. For liquidated damages in the amount of \$1,784.52;
22 C. For all accrued interest;
23 D. For all attorney's fees and costs incurred by the Trusts in connection
24 with Defendant's obligations; and
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1 For such other and further relief as the Court may deem just and equitable.

2 Respectfully submitted,

3 REID, McCARTHY, BALLEW & LEAHY,
4 L.L.P.

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8 Russell J. Reid, WSBA #2560
9 Attorney for Plaintiff
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